



Provider of Einstein wireless services.

September 23, 2005

Citizens Telephone Cooperative, Inc.
328 West Main Street
P.O. Box 127
New Auburn, WI 54757
Attn: Mr. Dennis Bachman

Dear Mr. Bachman:

Airadigm Communications and its Affiliates (collectively, "AIRADIGM"), with its principal offices at 2301 Kelbe Drive P.O. Box 206, Little Chute, WI. 54140-0206, hereby requests approval of its adoption of the terms and conditions of the Interconnection Agreement for the Transport and Termination of Telecommunications Traffic between Citizens Telephone Cooperative, Inc. ("CITIZENS") and Alltel Communications, Inc. ("ALLTEL") dated June 1, 2004, that was approved by the Public Service Commission of Wisconsin ("Commission") as an effective agreement in the state of Wisconsin in Docket No. 05-TI-1318 on July 26, 2005 ("Agreement"). This letter shall confirm that AIRADIGM has a copy of the Agreement.

By AIRADIGM's countersignature on this letter, AIRADIGM hereby agrees to the following:

1. Except as set forth below, AIRADIGM adopts the Agreement for interconnection with CITIZENS, and, in applying the terms and conditions of the Agreement, agrees that "AIRADIGM" shall be substituted in the place of "ALLTEL" in the Agreement wherever appropriate.
2. AIRADIGM requests that notice to AIRADIGM, as may be required under this Agreement, shall be provided as follows:

To AIRADIGM:

Maynard Bevers
Airadigm Communications
2301 Kelbe Drive
P.O. Box 206
Little Chute, WI 54140-0206

With copy to:

Airadigm Communications
2301 Kelbe Drive
P.O. Box 206
Little Chute, WI 54140-0206

3. AIRADIGM represents and warrants that it is a Wisconsin limited liability company licensed to provide wireless Telecommunications service in the state of Wisconsin, and that its adoption of the Agreement will cover the state of Wisconsin only.
4. AIRADIGM's adoption of the ALLTEL Agreement shall become effective on June 1, 2004 upon CITIZENS's filing of this letter with the Commission and shall terminate pursuant to the ALLTEL Agreement.
5. In Section 3.3 the OCN for AIRADIGM shall be changed to 7642.
6. The Parties agree that AIRADIGM may route traffic indirectly to CITIZENS in accordance with Section 4.4 of the Agreement, and in accordance with the following:
 - a. The last sentence of section 4.4 shall be deleted.
 - b. AIRADIGM will route indirectly AIRADIGM originated Subject Traffic and third party originated roaming traffic for CITIZENS termination through a third party tandem in the same LATA as the CITIZENS End Office Switches.
 - c. Either Party may request to start negotiations to establish a Direct Type-2A Interconnection as provided in Section 4.2 of the ALLTEL Agreement if any one or more of the following occur, (i) AIRADIGM provisions an NPA-NXX in any Rate Center in the CITIZENS Mandatory Local Calling Scope, (ii) the volume of traffic originated by AIRADIGM for termination by CITIZENS exceeds 120,000 minutes of use per month for three (3) consecutive months, or (iii) AIRADIGM requests to port a CITIZENS telephone number.
 - d. AIRADIGM may request the Reverse Toll Billing ("RTB") option as provided in Section 5.7, instead of requesting to negotiate a Direct Type-2A Interconnection. RTB will be implemented until AIRADIGM and CITIZENS finalize direct Interconnection.
7. The following shall be added as Section 5.7:

5.7 Reverse Toll Billing. CITIZENS agrees to treat all Subject Traffic originating in the CITIZENS Mandatory Local Calling Scope terminating to AIRADIGM as a seven (7) digit call if technically feasible. CITIZENS will bill AIRADIGM at a rate of \$.0250 per minute of use for such traffic. This rate represents the net rate per minute for originating long distance service due CITIZENS, less the Reciprocal Compensation rate per minute due AIRADIGM for terminating the traffic. No additional compensation is due either Party for such traffic.

8. In Section 15.10.1 the AIRADIGM 24 hour contact number shall be changed to 920-687-2111.
9. Appendix B. Section IV. The InterMTA Traffic Factors shall be changed as follows:
- | | | |
|-----------------------|------|--------|
| Mobil-to-Land Traffic | | |
| Subject Traffic | | 100.0% |
| InterMTA | | 0.0% |
| Intrastate | 0.0% | |
| Interstate | 0.0% | |
| Land-to Mobil-Traffic | | |
| Subject Traffic | | 100.0% |
10. Appendix A the Shared Facilities Factor shall be changed to:
- | | |
|---|-------|
| Mobile-to-Land Telecommunications Traffic | 70.0% |
| Land-to-Mobile Telecommunications Traffic | 30.0% |
11. The Agreement as amended shall be subject to any and all Applicable Law, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. Notwithstanding the provisions above, to the extent required by any such subsequently prescribed law, rule, regulation or guideline, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.
12. Appendix B Section VI shall be replaced with the following:

VI. Reciprocal Compensation-Net Billing


Each month during the term of this Agreement CITIZENS will bill AIRADIGM the net amount of terminating compensation due to CITIZENS based on the rates and billing factors in this Agreement. To calculate the net amount due, the number of mobile-to-land minutes of use delivered by AIRADIGM to CITIZENS, directly and indirectly, (rounded to the nearest whole minute) will be reduced by the number of land-to-mobile minutes of use delivered by CITIZENS to AIRADIGM, and the resulting net minutes of use will be multiplied by the applicable rate to arrive at the net amount due CITIZENS. Mobile-to-land minutes of use will be based on actual minutes of use delivered by AIRADIGM for termination by CITIZENS as measured by CITIZENS. Land-to-mobile minutes of use will be based on actual minutes of use originated by CITIZENS for termination by AIRADIGM as measured by CITIZENS. If CITIZENS cannot measure the originating minutes of use terminated to AIRADIGM, land-to-mobile minutes of use shall be calculated by dividing the total number of Subject Traffic minutes of use delivered by AIRADIGM for termination by CITIZENS by the mobile-to-land factor of 98% and multiplying the results by the land-to-mobile factor of 2%.

The mobile-to-land and land-to-mobile billing factors ("Billing Factors") shall not be revised during the first twelve (12) months of this Agreement. Thereafter at the request of either Party the Billing Factors may be mutually adjusted based on actual traffic

studies, but in no event more frequently than one (1) time annually. The requesting Party will provide the supporting documentation to the other Party before the Billing Factors will be adjusted. In the event of a dispute regarding the adjustment of the Billing Factors, the dispute will be resolved to the provision of Section 14.0 the ALLTEL Agreement. Each Party agrees to provide available detail billing records in conjunction with any adjustment.

Please indicate CITIZENS's agreement to the provisions of this letter by signing three (3) original copies of this letter on the space provided below and return to Maynard Bevers at Airadigm Communications, 2301 Kelbe Drive P.O. Box 206. Little Chute, WI. 54140-0206

Sincerely,




Airadigm Communications

Name: John Altamura

Title: Chief Financial Officer

AGREED and ACCEPTED this 30th day of September 2005.
Citizens Telephone Cooperative, Inc.

By: 

Name: Dennis Bachman

Title: General Manager